

# Government Gazette

OF THE STATE OF

NEW SOUTH WALES

Week No. 1/2011

Published under authority by Strategic Communications and Government Advertising Level 16, McKell Building 2-24 Rawson Place, SYDNEY NSW 2001 Phone: 9372 7447 Fax: 9372 7425 Email: nswgazette@services.nsw.gov.au Friday, 7 January 2011

Containing number 1 Pages 1 – 24

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## **DEADLINES**

Attention Advertisers . . . Government Gazette inquiry times are: Monday to Friday: 8.30 am to 5.00 pm

Phone: (02) 9372 7447; Fax: (02) 9372 7425 Email: nswgazette@services.nsw.gov.au

## **GOVERNMENT GAZETTE DEADLINES**

### Close of business every Wednesday

Except when a holiday falls on a Friday, deadlines will be altered as per advice given on this page.

## **Special Supplements**

A Special Supplement or Extraordinary Supplement is a document which has a legal requirement to commence on a certain date and time. Release of Publication is required on the same day. The request for a Supplement is received from the department to the *Government Gazette* by telephone. The copy must be accompanied by a letter or email requesting the Supplement and signed by a Minister or Head of a Department.

NOTE: Advance notice of a Special Supplement is essential as early as possible on the day required. On Thursdays early notice is a priority and when possible notice should be given a day prior being the Wednesday.

#### **Please Note:**

• Only electronic lodgement of Gazette contributions will be accepted. If you have not received a reply confirming acceptance of your email by the close of business on that day please phone 9372 7447.

## **Department of Service Technology and Administration Tenders**

## SUPPLIES AND SERVICES FOR THE PUBLIC SERVICE

Information in relation to the Department of Services Technology and Administration proposed, current and awarded tenders is available on:

## http://www.tenders.nsw.gov.au

SEE the Government Advertising website at: http://nsw.gov.au/gazette





Number 1

Friday, 7 January 2011

Published under authority by Government Advertising

## **LEGISLATION**

## **Online notification of the making of statutory instruments**

Week beginning 27 December 2010

THE following instruments were officially notified on the NSW legislation website (www.legislation.nsw.gov.au) on the dates indicated:

## **Proclamations commencing Acts**

Nil.

## Regulations and other statutory instruments

Nil.

## **Environmental Planning Instruments**

Wyong Local Environmental Plan 1991 (Amendment No 179) (2010-780) — published LW 31 December 2010

## **OFFICIAL NOTICES**

## **Department of Industry and Investment**

#### MINERAL RESOURCES

NOTICE is given that the following applications have been received:

#### **EXPLORATION LICENCE APPLICATIONS**

#### (T10-0322)

No. 133, MACQUARIE ENERGY PTY LTD (ACN 113 972 473), area of 17 blocks, for Petroleum, dated 21 December 2010. (Coffs Harbour Mining Division).

#### (T10-0323)

No. 134, MACQUARIE ENERGY PTY LTD (ACN 113 972 473), area of 8 blocks, for Petroleum, dated 21 December 2010. (Coffs Harbour Mining Division).

#### (T10-0305)

No. 4146, CARPENTARIA EXPLORATION LIMITED (ACN 095 117 981), area of 100 units, for Group 1, dated 22 December 2010. (Broken Hill Mining Division).

#### (T10-0306)

No. 4147, COALWORKS LIMITED (ACN 114 702 831), area of 47 units, for Group 10, Group 2 and Group 5, dated 23 December 2010. (Wagga Wagga Mining Division).

#### (T11-0026)

No. 4148, CARPENTARIA EXPLORATION LIMITED (ACN 095 117 981), area of 102 units, for Group 1, dated 24 December 2010. (Broken Hill Mining Division).

#### (T11-0027)

No. 4149, COBAR OPERATIONS PTY LTD (ACN 103 555 853), area of 14 units, for Group 1, dated 4 January 2011. (Cobar Mining Division).

#### (T11-0028)

No. 4150, P W ENGLISH AND ASSOCIATES PTY LTD (ACN 002 052 913), area of 10 units, for Group 1, dated 4 January 2011. (Armidale Mining Division).

#### MINING LEASE APPLICATIONS

#### (T10-0017)

No. 392, LITHGOW COAL COMPANY PTY LIMITED (ACN 073 632 952), area of about 865 hectares, to mine for coal, dated 13 December 2010. (Orange Mining Division).

#### (T10-0018)

No. 393, COALPAC PTY LIMITED (ACN 003 558 914), area of about 335 hectares, to mine for coal, dated 13 December 2010. (Orange Mining Division).

#### (T10-0019)

No. 394, WHITE MINING (NSW) PTY LIMITED (ACN 089 414 595), AUSTRAL-ASIA COAL HOLDINGS PTY LTD (ACN 113 038 663) and ICRA ASHTON PTY LTD (ACN 097 499 780), area of about 182.16 hectares, to mine for coal, dated 21 December 2010. (Singleton Mining Division).

#### (10-5002)

No. 395, WHITEHAVEN COAL MINING LIMITED (ACN 086 426 253), area of about 93.09 hectares, for the purpose of dam, drain, removal of overburden and stockpiling or depositing of overburden, ore or tailings, dated 23 December 2010. (Armidale Mining Division).

STEVE WHAN, M.P., Minister for Primary Industries

NOTICE is given that the following applications have been granted:

#### **EXPLORATION LICENCE APPLICATIONS**

#### (T10-0054)

No. 3924, now Exploration Licence No. 7669, PARNOSA PTY LTD (ACN 089 489 618), Counties of Arrawatta, Gough and Hardinge, Map Sheet (9137, 9138, 9237, 9238), area of 116 units, for Group 6, dated 16 December 2010, for a term until 16 December 2012.

#### (T10-0054)

No. 3924, now Exploration Licence No. 7670, PARNOSA PTY LTD (ACN 089 489 618), Counties of Arrawatta, Gough and Hardinge, Map Sheet (9238), area of 93 units, for Group 6, dated 16 December 2010, for a term until 16 December 2012.

#### (T10-0060)

No. 3930, now Exploration Licence No. 7650, OPALCO MANAGEMENT PTY LTD (ACN 087 594 821), Counties of Benarba and Finch, Map Sheet (8538, 8539, 8638, 8639), area of 305 units, for Group 7, dated 9 December 2010, for a term until 9 December 2012.

#### (T10-0137)

No. 4007, now Exploration Licence No. 7648, ETHICAL TRADING INTERNATIONAL PTY LTD (ACN 145 958 229), Counties of Evelyn and Yantara, Map Sheet (7337), area of 16 units, for Group 1, dated 6 December 2010, for a term until 6 December 2012.

STEVE WHAN, M.P., Minister for Primary Industries

NOTICE is given that the following application has been refused:

#### **EXPLORATION LICENCE APPLICATION**

#### (T10-0212)

No. 4078, CROWL CREEK EXPLORATION LIMITED (ACN 139 933 109), County of Kennedy, Map Sheet (8232). Refusal took effect on 22 December 2010.

STEVE WHAN, M.P., Minister for Primary Industries NOTICE is given that the following applications for renewal have been received:

#### (04-0613)

Exploration Licence No. 6363, PLATSEARCH NL (ACN 003 254 395) and EAGLEHAWK GEOLOGICAL CONSULTING PTY LTD (ACN 061 324 454), area of 51 units. Application for renewal received 23 December 2010.

#### (06-4154)

Exploration Licence No. 6689, PERILYA BROKEN HILL LIMITED (ACN 099 761 289), area of 33 units. Application for renewal received 23 December 2010.

#### (06-4160)

Exploration Licence No. 6706, EASTERN IRON LIMITED (ACN 126 678 037) and PLATSEARCH NL (ACN 003 254 395), area of 96 units. Application for renewal received 22 December 2010.

#### (06-4116)

Exploration Licence No. 6710, EASTERN IRON LIMITED (ACN 126 678 037), area of 71 units. Application for renewal received 22 December 2010.

#### (06-4118)

Exploration Licence No. 6711, EASTERN IRON LIMITED (ACN 126 678 037) and PLATSEARCH NL (ACN 003 254 395), area of 100 units. Application for renewal received 22 December 2010.

#### (06-0082)

Exploration Licence No. 6716, OROYA MINING LIMITED (ACN 009 146 794), area of 41 units. Application for renewal received 24 December 2010.

#### (06-7097)

Exploration Licence No. 7022, CLAYMOR RESOURCES PTY LTD (ACN 009 282 777), area of 108 units. Application for renewal received 22 December 2010.

#### (T08-0121)

Exploration Licence No. 7266, MINERALS AUSTRALIA PTY LTD and JACARANDA MINERALS LTD, area of 38 units. Application for renewal received 22 December 2010.

#### (T08-0208)

Exploration Licence No. 7269, ABX2 PTY LTD (ACN 139 791 478), area of 90 units. Application for renewal received 21 December 2010.

#### (T08-0243)

Exploration Licence No. 7273, TUNGSTEN NSW PTY LTD (ACN 123 370 365), area of 3 units. Application for renewal received 22 December 2010.

#### (T08-0222)

Exploration Licence No. 7282, EASTERN IRON LIMITED (ACN 126 678 037), area of 61 units. Application for renewal received 22 December 2010.

#### (T08-0223)

Exploration Licence No. 7283, EASTERN IRON LIMITED (ACN 126 678 037), area of 67 units. Application for renewal received 22 December 2010.

STEVE WHAN, M.P., Minister for Primary Industries

#### **RENEWAL OF CERTAIN AUTHORITIES**

NOTICE is given that the following authorities have been renewed:

#### (10-5808)

Exploration Licence No. 4699, WHITEHAVEN COAL MINING LIMITED (ACN 086 426 253), County of Nandewar, Map Sheet (8936), area of 3145 hectares, for a further term until 22 September 2013. Renewal effective on and from 15 December 2010.

#### (T00-0026)

Exploration Licence No. 5748, GOLDEN CROSS OPERATIONS PTY LTD (ACN 050 212 827), Counties of Bathurst and Georgiana, Map Sheet (8730), area of 21 units, for a further term until 27 July 2012. Renewal effective on and from 9 December 2010.

#### (08-4767)

Exploration Licence No. 5964, GOLDEN CROSS OPERATIONS PTY LTD (ACN 050 212 827), County of Roxburgh, Map Sheet (8831), area of 38 units, for a further term until 11 July 2012. Renewal effective on and from 9 December 2010.

#### (05-0194)

Exploration Licence No. 6473, PLATSEARCH NL (ACN 003 254 395), Counties of Kennedy and Narromine, Map Sheet (8532), area of 31 units, for a further term until 20 October 2011. Renewal effective on and from 15 December 2010.

#### (05-0271)

Exploration Licence No. 6532, ICON RESOURCES LTD (ACN 115 009 106), County of Nicholson, Map Sheet (8031), area of 22 units, for a further term until 14 March 2012. Renewal effective on and from 13 December 2010.

#### (05-0309)

Exploration Licence No. 6561, John Leslie LOVE, County of Harden, Map Sheet (8528), area of 2 units, for a further term until 1 May 2012. Renewal effective on and from 21 December 2010.

#### (T07-0169)

Exploration Licence No. 6818, PLANET MINERALS LTD (ACN 121 023 514), Counties of Buller, Clive and Drake, Map Sheet (9339, 9340), area of 66 units, for a further term until 4 July 2011. Renewal effective on and from 21 December 2010.

#### (T07-0472)

Exploration Licence No. 7119, GREYSTOKE MINES PTY LTD (ACN 125 517 259), County of Flinders, Map Sheet (8234), area of 52 units, for a further term until 1 April 2012. Renewal effective on and from 20 December 2010.

> STEVE WHAN, M.P., Minister for Primary Industries

#### **REFUSAL OF APPLICATION FOR RENEWAL**

NOTICE is given that the application for renewal in respect of the following authority has been refused:

#### (05-0199)

Exploration Licence No. 6460, AUSTRALIAN DOLOMITE COMPANY PTY LIMITED (ACN 000 810

551), County of Wellington, Map Sheet (8631), area of 2 units. The authority ceased to have effect on 7 December 2010.

> STEVE WHAN, M.P., Minister for Primary Industries

#### CANCELLATION OF AUTHORITIES AT REQUEST **OF HOLDERS**

NOTICE is given that the following authorities have been cancelled:

#### (06-7092)

Exploration Licence No. 6735, CENTRAL WEST GOLD NL (ACN 003 078 591), County of Drake, Map Sheet (9439), area of 33 units. Cancellation took effect on 17 December 2010.

#### (07-0297)

Exploration Licence No. 6886, CENTRAL WEST GOLD NL (ACN 003 078 591), County of Drake, Map Sheet (9439), area of 5 units. Cancellation took effect on 17 December 2010.

> STEVE WHAN, M.P., Minister for Primary Industries

#### TRANSFER

(08-4607)

Coal Lease No. 378 (Act 1973), formerly held by CUMNOCK NO.1 COLLIERY PTY LIMITED (ACN 051 932 122) has been transferred to CUMNOCK NO.1 COLLIERY PTY LIMITED (ACN 051 932 122) and ICRA CUMNOCK PTY LTD (ACN 129 006 819). The transfer was registered on 20 December 2010.

> STEVE WHAN, M.P., Minister for Primary Industries

## Land and Property Management Authority

#### **TAMWORTH OFFICE**

25-27 Fitzroy Street (PO Box 535), Tamworth NSW 2340

Phone: (02) 6764 5100 Fax: (02) 6766 3805

#### NOTIFICATION OF CLOSING OF A ROAD

IN pursuance to the provisions of the Roads Act 1993, the road hereunder specified is closed and the land comprised therein ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished.

> TONY KELLY, M.L.C., Minister for Lands

Description

Locality – Blue Vale; Land District – Gunnedah; L.G.A. – Gunnedah Shire Council

Road Closed: Lot 1 in Deposited Plan 1159426, Parish Gulligal, County Pottinger.

File No.: 10/05920.

Note: On closing, title to the land comprised in Lot 1 will remain vested in the State of New South Wales as Crown Land.

#### Description

Locality – Blandford; Land District – Quirindi; L.G.A. – Upper Hunter Shire Council

Road Closed: Lots 1 and 2 in Deposited Plan 1157790, Parish Murulla, County Brisbane.

File Nos: 10/06044 and 10/06045.

Note: On closing, title to the land comprised in Lots 1 and 2 will remain vested in the State of New South Wales as Crown Land.

Description

Locality – Coomoo Coomoo; Land District – Quirindi; L.G.A. – Liverpool Plains

Road Closed: Lot 1-2 in Deposited Plan 1155289, Parishes of Mema, Rodd, Pringle and Coomoo Coomoo, County of Pottinger.

File No.: 07/0688.

Note: On closing, title to the land comprised in Lots 1-2 will remain vested in the State of New South Wales as Crown Land.

## **Roads and Traffic Authority**

#### **ROAD TRANSPORT (GENERAL) ACT 2005**

Notice under the Road Transport (Mass, Loading and Access) Regulation 2005

SNOWY RIVER SHIRE COUNCIL, in pursuance of the Road Transport (Mass, Loading, Access) Regulation 2005, makes the amendment in the Schedule to the routes and areas previously specified on or in which 25m B-Doubles may be used.

Dated: 5 January 2011.

JOSEPH VESCIO, General Manager, Snowy River Shire Council (by delegation from the Minister for Roads)

#### SCHEDULE

#### 1. Citation

This Notice may be cited as the Snowy River Shire Council 25m B-Doubles Repeal Notice No. 1/2011.

#### 2. Commencement

This Notice takes effect on the date of gazettal.

#### 3. Amendment

The General B Double Permit Notice 2010 is amended by omitting the following from that Notice:

Туре	Road	Starting Point	Finishing Point
25m.	Ando Road, Ando.	Springfield Road, Ando.	MR7626 Campbell Street, Dalgety.

#### **OFFICIAL NOTICES**

#### **ROAD TRANSPORT (GENERAL) ACT 2005**

Notice under Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005

SNOWY RIVER SHIRE COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which 25 metre B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

Dated: 5 January 2011.

JOSEPH VESCIO, General Manager, Snowy River Shire Council (by delegation from the Minister for Roads)

#### SCHEDULE

#### 1. Citation

This Notice may be cited as Snowy River Shire Council 25 Metre B-Double Route Notice No. 1/2011.

#### 2. Commencement

This Notice takes effect on the date of gazettal.

#### 3. Effect

This Notice remains in force until 30th April 2015 unless it is amended or repealed earlier.

#### 4. Application

This Notice applies to those 25 metre B-Double vehicles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

#### 5. Routes

Туре	Road No.	Road Name	Starting Point	Finishing Point	Conditions
25m.	394.	Dalgety Road, Dalgety.	RR7626 Snowy River Way.	Property 'Four Winds', 1587 Dalgety Road.	a. Placement of 'trucks entering' signage in both directions at all times.
					b. Travelling not permitted at the same time as the local school bus. The school bus times are to be confirmed with the bus company.
					c. All other bus restrictions are relaxed during this approval time.
25m	394	Snowy River Way, Dalgety	RR7626 Snowy River Way	Springfield Road, Ando.	a. Placement of 'trucks entering' signage in both directions at all times.
					b. Travelling not permitted at the same time as the local school bus. The school bus times are to be confirmed with the bus company.
					c. All other bus restrictions are relaxed during this approval time.

## **Office of Water**

#### WATER ACT 1912

AN application for a licence under section 10 of Part 2 of the Water Act 1912, as amended, has been received as follows:

Daniel SAMMUT and Julie-Ann Mary SAMMUT for a pump on the Hawkesbury River on Part Lot 2, DP 212263 (Streeton Lookout), Parish of Currency and an existing bywash dam and pump (not on a watercourse) on Lot 2, DP 1001827, Parish Wilberforce, County Cook, for the conservation of water and irrigation of 10.0 hectares (turf) (replacing 10SL056478 and permanent transfer of 15.0 megalitres from 10SA002530 – no increase in annual water entitlement – not subject to the 2003 amended Hawkesbury/ Nepean Embargo) (Reference: 10SL056958) (GA1813407).

Any inquiries should be directed to (02) 4729 8122.

Written objections, from any local occupier or statutory authority, specifying grounds and how their interests are affected, must be lodged with the NSW Office of Water, PO Box 323, Penrith NSW 2751, within 28 days if this publication.

> JOHN GALEA, Licensing Officer

#### WATER ACT 1912

AN application for a licence under section 10 of Part 2 of the Water Act 1912, being within a proclaimed (declared) local area under section 5(4) of the Water Act 1912.

Murrumbidgee Valley

Brian James RODDY for a pump on the Goobarragandra River, Lot 1, DP 111602, Parish Blowering, County Buccleuch, for irrigation of 26.5 hectares (corn, pasture and fodder crops) (replacement licence – increase in allocation by way of permanent water transfer) (Reference: 40SL71210) (GA1813408).

Any inquiries should be directed to (02) 6953 0700.

Written objections, from any local occupier or statutory authority, specifying grounds and how their interests are affected, must be lodged with the NSW Office of Water, PO Box 156, Leeton NSW 2705, within 28 days of this publication.

> S. F. WEBB, Licensing Manager

## **Other Notices**

## TOTALIZATOR ACT 1997

## **RULES OF BETTING**

IN accordance with the provisions of section 54 of the Totalizator Act 1997, the Minister for Gaming and Racing has approved of the following TAB Limited Trackside Betting Rules.

## TAB LIMITED TRACKSIDE BETTING RULES

- 1. PRELIMINARY
- 2. **DEFINITIONS**

### 3. TRANSACTIONS & INVESTMENTS

- 3.1 Acceptance, Rejection and Limitation of Investments
- 3.2 Investment and Liability Limits
- 3.3 Returns
- 3.4 Placing of Investments
- 3.5 Closing Time for Investments
- 3.6 Cash Outlet Investments
- 3.7 Forward Games
- 3.8 Cancellation of Investments

## 4. CREDITING AND PAYMENT OF DIVIDENDS

### 5. MISCELLANEOUS

## 6. CREDITING AND PAYMENT OF RETURNS AND REFUNDS, CLAIMS PROCEDURE

7. JACKPOTS

### Appendix

- Schedule A Bet Types
- Schedule B Calculation of Dividends

## 1. PRELIMINARY

- **1.1** These rules are to be referred to as the Trackside betting rules made under section 13 of the Totalizator Act 1997.
- **1.2** Unless otherwise provided, these rules shall be applied by TAB in respect of any contingency on which it conducts fixed price betting on Trackside in accordance with section 13 of the Totalizator Act 1997.
- **1.3** Every TAB customer shall be deemed to be acquainted with these rules and any conditions determined by TAB relative to a particular Trackside event to which a fixed price bet relates and to have agreed to be bound thereby.
- **1.4** In the case of all fixed price Trackside bets between TAB and a customer the location of the contract is deemed to be New South Wales and the laws of New South Wales are deemed to apply.
- **1.5** These rules commence on the date of Gazettal and a copy shall be available in each outlet.

## 2. **DEFINITIONS**

'Act' means the Totalizator Act 1997 as amended.

**'Advertised Starting Time'** means the starting time of a Game as advised and/or displayed by TAB.

'Betting Voucher' means a betting voucher issued by TAB.

**'Bet Types'** means the types of Investments more particularly described in Schedule A of the Appendix.

**'Customer'** means any person conducting a Trackside Transaction at or through a Wagering Office.

**'Cash Outlet'** means any office at which TAB receives cash Investments direct from the public.

**'Competitor'** means any animal or object that is a competitor in any Game upon which TAB is accepting Investments and includes a contestant.

'Game' means a race nominated by TAB as a Trackside Game.

**'Game Outcome'** means the result of a Game as determined by the Random Number Generator

**'Investment'** means an amount of money which has been bet or wagered in respect of any Game.

'List Number' means the number given to a Selection by TAB.

**'Minister'** means the Minister for the time being responsible for the administration of the Act.

'No Game' means a Game in which no winners or placings are declared.

**'Random Number Generator'** means the component of the computer system for Trackside which determines the Game Outcome.

**'Refund'** means the amount of an Investment made that is repayable to a Customer (whether wholly or partly) in accordance with these Rules.

**'Return'** means the amount declared to be payable in respect of any Game and includes the unit of Investment.

**'Selection'** means any animal, object or combination thereof nominated by TAB and available for a Customer to wager upon.

**'TAB'** means TAB Limited A.C.N 081 765 308, as constituted by the Totalizator Agency Board Privatisation Act 1997, its officers and assigns and shall include any trading entity affiliated with TAB by ownership or otherwise.

**'Trackside'** means the approved fixed odds betting competition known as "Trackside" approved by the Minister pursuant to Section 13(2) (c) of the Totalizator Act 1997.

**'Trackside Ticket'** means a printed ticket issued to a Customer by TAB in accordance with Part 3 (Transactions and Investments) of these Rules.

'Transaction' includes "bet", "wager", "investment" and "refund".

**'Wagering Office'** means any premises operated and/or occupied by or on behalf of TAB pursuant to the provisions of the Act.

## 3. TRANSACTIONS AND INVESTMENTS

## 3.1 ACCEPTANCE, REJECTION AND LIMITATION OF INVESTMENTS

- 3.1.1 Investments at or through any Wagering Office may be accepted only for such Games as TAB shall from time to time direct.
- 3.1.2 TAB shall be entitled to reject part or all of any Investment at any time and without giving any reason.
- 3.1.3 TAB shall be entitled to decline to cancel part or all of any Investment at any time and without giving any reason.
- 3.1.4 TAB shall be entitled to reject part or all of any Investment at any time if TAB's maximum payout liability for Investments of that Bet Type on a particular Game is exceeded by that Investment.

## 3.2 INVESTMENT AND LIABILITY LIMITS

- 3.2.1 The amount of a Trackside bet shall be as agreed between TAB and the Customer.
- 3.2.2 TAB may set any minimum or maximum stake or payout for Trackside Bets at its sole and absolute discretion.

## 3.3 RETURNS

The Returns calculated and declared on TAB's computer system and notified to Customers shall be for an Investment of one (1) dollar.

## 3.4 PLACING OF INVESTMENTS

- 3.4.1 Subject to Rule 3.5, Investments may be made during such times and for such Games as TAB may from time to time direct.
- 3.4.2 The Customer shall supply such information as may be required to identify clearly the Investment to be made on the Game concerned.
- 3.4.3 Investments will be accepted in the manner as set out in Rule 3.6.

## 3.5 CLOSING TIME FOR INVESTMENTS

3.5.1 Subject to Rule 3.5.2, the close of sale of Investments on a Game is the start of the Game.

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3.5.2	TAB may at its option close selling on a Game before the start of the Game or before or after the Advertised Starting Time of the Game and without limiting the generality of the foregoing may do so in cases of systems, communication equipment malfunction or where the Game starts on a day or at a time on which T is not accepting Investments.	the or
3.5.3	TAB may at its option re-open selling on a Game which it has previously closed	in

- 3.5.3 TAB may at its option re-open selling on a Game which it has previously closed in accordance with Rule 3.5.2 other than on a day or at a time in which TAB is not accepting Investments.
- 3.5.4 Any Investments accepted by TAB after the start of a Game will be placed on the next Game or if the Investment is on more than one (1) Game, placed on the number of consecutive Games nominated by the Customer commencing with the next Game.

## 3.6 CASH OUTLET INVESTMENTS

- 3.6.1 Only Betting Vouchers, bank notes, coins or debit via an EBT terminal against an amount held in a TAB account will be accepted as payment for Investments.
- 3.6.2 Before an Investment can be accepted the Customer must indicate clearly the Game, Selection, Bet Type, the amount of the Investment and such other information as may be required by TAB.
- 3.6.3 TAB shall provide the Customer with confirmation of the Investment by the issue of a Trackside Ticket bearing the Investment details.
- 3.6.4 A Trackside Ticket for a single Game and for a single bet will display the potential Return for that Investment.
- 3.6.5 Subject to the provisions of Rule 3.8.1, the Customer shall be deemed to accept the Investment confirmed to him unless the Customer corrects any error or omission immediately after the issue of the Trackside Ticket.

## 3.7 FORWARD GAMES

- 3.7.1 The Customer may, at the discretion of TAB, make an Investment in Trackside Games scheduled to occur after the next immediately scheduled Trackside Game ("Forward Games") provided such Investment is in respect of games which are sequential and commencing with the next available Game.
- 3.7.2 A Refund may be obtained for forward games unplayed on a Trackside Ticket. All dividends won on Games already played will be paid, along with a Refund of the Investment value of any Games not yet commenced.

## 3.8 CANCELLATION OF INVESTMENTS

- 3.8.1 Subject to the exception set out in 3.1.3, a Customer may cancel an Investment and obtain a Refund of that Investment at any time prior to the close/sell time of the Game concerned.
- 3.8.2 If a Game has been declared a 'no-game' and not subsequently re-run, all Investments made in connection with that Game shall be refunded.

## 4. CREDITING AND PAYMENT OF DIVIDENDS

**4.1** TAB shall not be obliged to make payment of any Returns or Refunds until a Customer has provided any documentation and information as TAB may reasonably require.

- **4.2** TAB will use its best reasonable endeavours to ensure that Returns will be available for payment immediately after the result of a Game is known.
- **4.3** Notwithstanding Rule 4.2, if TAB's offices are not open at the time Returns or Refunds are determined or if unforseen circumstances arise, determination of the Returns, Refunds or payout may be delayed at the sole discretion of TAB.
- **4.4** Any Returns or Refunds miscalculated by TAB shall be void and the incorrect amount of the Returns or Refunds shall be treated as a debt owed by or credit due to the Customer, as the case may be.

## 5. MISCELLANEOUS

## 5.1 BETTING BY MINORS

Any person under the age of eighteen (18) years shall not be entitled to place a Trackside fixed price bet with TAB.

## 5.2 LIMITATION OF TAB'S LIABILITY

TAB shall in no circumstances be liable for any loss or damage suffered or alleged to have been suffered by a Customer as a result of or arising out of or as a consequence of any of the following:

- 5.2.1 Alleged inaccurate or omitted Investment details where the Customer is incoherent or offensive.
- 5.2.2 Early or late closure of sales caused by any reason whatsoever.
- 5.2.3 Any systems, communication or equipment malfunction which is beyond the reasonable control of TAB.
- 5.2.4 The disclosure of a Customer's Transaction details or the accuracy thereof where that discloser is made by TAB under the Act or any law.
- 5.2.5 Reliance upon any inaccurate statement made by TAB in respect of any matter relating to the Customer or to TAB or to any Selections except where that inaccuracy is due to the negligence of TAB and TAB has not taken reasonable steps to correct that inaccuracy.
- 5.2.6 Reliance upon any inaccurate statement made by a person other than TAB in respect of any matter relating to the Customer or to TAB or to any selections.
- 5.2.7 Reliance upon any inaccurate statement made by any person whatsoever (including TAB) in respect of any matter relating to the Customer or to TAB or to any Selections where such statement is manifestly inaccurate.
- 5.2.8 Inability to place or cancel a Trackside Bet on any Trackside Forward Games.
- 5.2.9 The loss of a Trackside Betting ticket.
- 5.2.10 Any payment made to the bearer of a Trackside Ticket where a Customer alleges that such a payment was made to the wrong person.
- 5.2.11 In the case of an Investment at an outlet, failure by a Customer to correct inaccurate or omitted Investment details recorded on a ticket immediately upon issue of the ticket.
- 5.2.12 Any price quoted by any source other than authorised staff of TAB or any quoted price which is no longer valid for betting purposes.
- 5.2.13 The refusal or inability of TAB, its agent or assigns to accept all or part of any Trackside Bet.

## 5.3 MALFUNCTIONS

- 5.3.1 In the event of a malfunction of the computer software or hardware subsequent to the opening of sales on a Game all Investments on that Game will be held by TAB until the malfunction is rectified except as provided in 5.3.2 and 5.3.3.
- 5.3.2 Where the malfunction of the type referred to in Rule 5.3.1 has not been rectified prior to the scheduled commencement of the Game immediately following the Game in respect of which there has been a malfunction, the Game shall be declared a nogame and all Investments made in connection with that Game shall be refunded.
- 5.3.3 Where the placed Competitors in a Game have been selected by the Random Number Generator, but cannot be fully transferred to the main computer, or cannot be broadcast via the monitors, the placed Competitors selected by the Random Number Generator will constitute the Game Outcome.
- 5.3.4 Where the malfunction of the type referred to in Rule 5.3.1 occurs such that the results of a Game as displayed are amended by TAB after Returns declaration and commencement of payment, then the amended Returns will stand and no other Customers will be entitled to Returns.
- 5.3.5 In the event of any inconsistency between either one or more of the game display, photo finish sequence and the result, the Game Outcome shall be the result.

## 6. CREDITING AND PAYMENT OF RETURNS AND REFUNDS, CLAIMS PROCEDURE

- **6.1** The appropriate Trackside Ticket must be presented when collecting any Returns or Refund due in respect of an Investment. In the event that the Ticket represents Investments on one (1) or more undecided Games, those Investments will be refunded.
- **6.2** A person may claim a Return or Refund for up to twelve (12) months after the Trackside Game on which the bet was made.
- **6.3** Claims for lost, destroyed or mutilated tickets can be made for a period of fourteen (14) days after the Game for which the Trackside Ticket was issued is decided.
- **6.4** TAB may charge a fee not exceeding ten (10) dollars on all claims referred to in Rule 6.3 and a statutory declaration attesting to the circumstances of the claim must accompany each such claim.
- **6.5** Payment of successful claims approved by TAB will not be made until the expiration of twelve (12) weeks from the date the Game was decided.
- **6.6** The amount to be paid upon successful claims approved by TAB shall be calculated by reference to the Returns declared.
- **6.7** Such amounts as are paid to the claimant pursuant to Rule 6.6 shall exclude any refund or credit given to the claimant in respect of the claimant's Investment under any other provision of these Rules.
- **6.8** Where a customer contends that a loss has been suffered in connection with any Transaction, TAB may, if it considers appropriate, enquire into the circumstances of that Transaction and make such ex gratia payment as it may in its absolute discretion determine.

## 7. JACKPOTS

TAB may randomly select Trackside Races on which a Jackpot Prize will be awarded.

### APPENDIX

## SCHEDULE A - BET TYPES

"Win" is an Investment on a Game on the chance that a Selection will fill first place in that Game as determined by the Game Outcome.

"**Place**" is an Investment on a Game on the chance that a Selection will fill one of the first three places as determined by the Game Outcome.

"Quinella" is an Investment on a Game on the chance that a combination of two Selections will fill first and second places (irrespective of order) in that Game as determined by the Game Outcome.

"**Trifecta**" is an Investment on a Game on the chance that a combination of three Selections will fill first, second and third places in order in that Game as determined by the Game Outcome.

## SCHEDULE B – CALCULATING DIVIDENDS

#### Win and Place Dividends

	Win and Place Payout for \$1							
List Number	Win	Place						
1	\$4.00	\$1.60						
2	\$5.00	\$1.80						
3	\$7.00	\$2.40						
4	\$8.00	\$2.60						
5	\$10.00	\$3.20						
6	\$11.00	\$3.40						
7	\$12.00	\$3.80						
8	\$15.00	\$4.60						
9	\$20.00	\$6.00						
10	\$25.00	\$7.40						
11	\$30.00	\$9.00						
12	\$35.00	\$10.40						

First Selection	Second Selection											
	1	2	3	4	5	6	7	8	9	10	11	12
1		\$ 10	\$ 14	\$ 16	\$ 20	\$ 22	\$ 24	\$ 30	\$ 41	\$ 51	\$ 62	\$ 72
2	\$ 10		\$ 18	\$ 20	\$ 26	\$ 28	\$ 31	\$ 39	\$ 52	\$ 66	\$ 79	\$ 92
3	\$ 14	\$ 18		\$ 29	\$ 37	\$ 41	\$ 45	\$ 56	\$ 76	\$ 95	\$ 114	\$ 133
4	\$ 16	\$ 20	\$ 29		\$ 43	\$ 47	\$ 51	\$ 65	\$87	\$ 109	\$ 131	\$ 154
5	\$ 20	\$ 26	\$ 37	\$ 43		\$ 59	\$ 65	\$ 82	\$ 110	\$ 138	\$ 166	\$ 194
6	\$ 22	\$ 28	\$ 41	\$ 47	\$ 59		\$ 72	\$ 91	\$ 122	\$ 153	\$ 184	\$ 215
7	\$ 24	\$ 31	\$ 45	\$ 51	\$ 65	\$ 72		\$ 99	\$ 133	\$ 167	\$ 201	\$ 235
8	\$ 30	\$ 39	\$ 56	\$ 65	\$ 82	\$ 91	\$ 99		\$ 168	\$ 210	\$ 253	\$ 296
9	\$ 41	\$ 52	\$ 76	\$87	\$ 110	\$ 122	\$ 133	\$ 168		\$ 283	\$ 340	\$ 398
10	\$ 51	\$ 66	\$ 95	\$ 109	\$ 138	\$ 153	\$ 167	\$ 210	\$ 283		\$ 427	\$ 499
11	\$ 62	\$ 79	\$ 114	\$ 131	\$ 166	\$ 184	\$ 201	\$ 253	\$ 340	\$ 427		\$ 601
12	\$ 72	\$ 92	\$ 133	\$ 154	\$ 194	\$ 215	\$ 235	\$ 296	\$ 398	\$ 499	\$ 601	

## How are Quinellas Calculated?

## How are Trifectas Calculated?

The Trifecta dividend is approximately equal to the WIN dividends of the three place getters multiplied together. For example, if the first three past the post are 4, 9, 2 the Trifecta is calculated by the first multiplying the WIN dividends of the three runners.

First		Second		Third	Equals
4		9		2	
\$8.00	х	\$20.00	х	\$5.00	\$800.00

List Number	N	/in
1	\$	4
2	\$	5
3	\$	7
4	\$	8
5	\$	10
6	\$	11
7	\$	12
8	\$	15
9	\$	20
10	\$	25
11	\$	30
12	\$	35

For a Trifecta dividend, you have to multiply it again by a factor relating to the combination. Note that the dividend paid will be rounded to the nearest exact dollar. Please refer to the formula below.

First Placegetter		Second Placegetter										
	1	2	3	4	5	6	7	8	9	10	11	12
1		0.69	0.74	0.75	0.78	0.78	0.79	0.81	0.82	0.83	0.84	0.84
2	0.72		0.82	0.84	0.86	0.87	0.88	0.90	0.91	0.92	0.93	0.93
3	0.82	0.87		0.95	0.97	0.98	0.99	1.00	1.02	1.03	1.04	1.04
4	0.85	0.90	0.96		1.01	1.01	1.02	1.04	1.06	1.07	1.07	1.08
5	0.90	0.95	1.01	1.03		1.06	1.07	1.09	1.11	1.12	1.12	1.13
6	0.91	0.97	1.03	1.05	1.07		1.09	1.11	1.13	1.14	1.14	1.15
7	0.93	0.98	1.04	1.06	1.09	1.10		1.12	1.14	1.15	1.16	1.16
8	0.96	1.01	1.08	1.10	1.12	1.13	1.14		1.18	1.19	1.19	1.20
9	0.99	1.05	1.11	1.13	1.16	1.17	1.17	1.19		1.22	1.23	1.23
10	1.01	1.07	1.13	1.15	1.18	1.19	1.20	1.21	1.23		1.25	1.26
11	1.03	1.08	1.14	1.16	1.19	1.20	1.21	1.23	1.25	1.26		1.27
12	1.04	1.09	1.15	1.17	1.20	1.21	1.22	1.24	1.26	1.27	1.28	
	,			1	1							

## FACTOR TABLE

First		Second		Third	Factor	Trifecta Dividend
4		9		2		
\$8.00	х	\$20.00	х	\$5.00	1.06	\$848.00

Therefore the Trifecta dividend for the numbers 4, 9 and 2 is \$848.

## **TOTALIZATOR ACT 1997**

### AMENDMENT OF TOTALIZATOR RULES

IN accordance with section 54 of the Totalizator Act 1997, the Minister for Gaming and Racing, the Hon. K. Greene, M.P., has approved of the following amendments to the Totalizator Rules. The amendments take effect on and from the date of gazettal and may be cancelled or amended by the Minister on 31 December 2011 if considered appropriate following a review of the impact of the amendments.

## Clause 17.2.1 Commission Rate Table

Delete the existing table in clause 17.2.1 and replace with the following new table:

Class/Description	Commission Rate (when not hosting international pools)	Commission Rate (when hosting international pools)
Win	14.5%	14.5%
Place	14.25%	14.25%
Quinella	14.75%	25%
Exacta	16.5%	25%
Trifecta	21%	25%
Doubles	17%	25%
First 4	22.5%	25%
Quaddie	20%	25%
Duet	14.5%	25%
footyTab	25%	25%
BIG6	25%	25%

Dated at Sydney, this 31<sup>st</sup> day of December 2010.

KEVIN GREENE, M.P., Minister for Gaming and Racing

## **TOTALIZATOR ACT 1997**

## NOTICE OF APPROVAL

### TRACKSIDE RACING

I, Kevin Greene, M.P., Minister for Gaming and Racing, in accordance with the provisions of section 13 of the *Totalizator Act 1997*, approve of TAB Limited (TAB) conducting betting on computer simulated horse racing, harness racing or greyhound racing events (betting activity) through the product currently known as Trackside, subject to the following conditions:

- betting being offered by TAB to persons, and the offered bets being accepted by persons, in TAB retail premises only. For the purpose of this Approval, "TAB retail premises" means retail premises where TAB also offers other wagering products including, without limitation, TAB agencies, licensed premises under the *Liquor Act 2007* and the premises of a registered club under the *Registered Clubs Act 1976*;
- 2. the betting activity being conducted in accordance with the Trackside Rules of Betting approved under section 54 of the Totalizator Act 1997 from time to time; and
- 3. the betting activity being conducted through a software system approved by the NSW Office of Liquor, Gaming and Racing from time to time.

This approval is to take effect on and from 31 December 2010.

Dated at Sydney, this 23<sup>rd</sup> day of December 2010.

**KEVIN GREENE, M.P.,** Minister for Gaming and Racing Wine Grapes Marketing Board (Terms and Conditions of Payment) Order 2011

The Wine Grapes Marketing Board, for the City of Griffith and the local government areas of Leeton,

Carrathool and Murrumbidgee pursuant to Part 2, Section 5 of the *Wine Grapes Marketing Board (Reconstitution) Act* 2003, make the following Order.

## WINE GRAPES MARKETING BOARD (TERMS AND CONDITIONS OF PAYMENT) ORDER 2011

under the Wine Grapes Marketing Board (Reconstitution) Act 2003

## 1. Name of Order

Wine Grapes Marketing Board (Terms and Conditions of Payment) Order 2011.

## 2. Commencement

This Order commences on 1 January 2011, by motion of the Wine Grapes Marketing Board.

## 3. Duration

This Order has effect for the 2011 calendar year only.

## 4. Validity of Order

- (1) The making of this Order by the Wine Grapes Marketing Board under Section 5 of the Wine Grapes Marketing Board (Reconstitution) Act 2003 is specifically authorised for the purposes of section 51 of the Trade Practices Act 1974 of the Commonwealth and the Competition Code of New South Wales.
- (2) The making of this Order does not limit or remove any obligations parties to this Order may have under the *Wine Grapes Marketing Board (Reconstitution) Act 2003.*

## 5. Definitions

In this Order:

Act means the Wine Grapes Marketing Board (Reconstitution) Act 2003.

**Board** means the Wine Grapes Marketing Board established by the regulations under the Agricultural Industry Services Act 1998.

**Board's area of operations** means the City of Griffith and the local government areas of Carrathool, Leeton and Murrumbidgee.

## complying contract means:

(a) a contract that fixes:

(i) the prices to be paid for consignments of MIA wine grapes delivered during the current calendar year only, or the manner in which those prices are to be calculated, and

(ii) the date or dates by which those prices, or the various instalments of those prices, will be paid, being a contract entered into before the first Monday in December of the previous calendar year, or

(b) a contract that fixes:

(i) the prices to be paid for consignments of MIA wine grapes delivered during both the current calendar year and one or more future calendar years, or the manner in which those prices are to be calculated, and

(ii) the date or dates by which those prices, or the various instalments of those prices, will be paid, being a contract entered into at any time before the first delivery of MIA wine grapes under the contract, or

(c) a contract the subject of an approval in force under section 13 of the Act.

consignee means a person to or for whom a consignment of MIA wine grapes is delivered.

consignor means a person by or from whom a consignment of MIA wine grapes is delivered.

**constituted grower** means for any calendar year, the class of primary producers for which the Board is constituted includes all growers within the Board's area of operation who, during the previous calendar year, harvested more than 20 tonnes of MIA wine grapes, but does not include:

(a) in the case of a corporation:

(i) a grower that is also a winery, or

(ii) a grower in which a winery has a controlling interest, or

- (b) in the case of an individual:
  - (i) a grower who is also a winery, or
  - (ii) a grower who is a director of a corporation that is a winery and who (as a grower)

supplies the winery with all of the MIA wine grapes that he or she harvests.

*duly contracted delivery* means a consignment of MIA wine grapes that is delivered pursuant to a complying contract.

**EFT** means electronic funds transfer.

**MIA wine grapes** means any variety of grapes grown in the Board's area of operations for use for processing into wine, must, juice or wine spirit.

## 6. Application of clauses

- (1) Clauses 7, 8 and 9 of this Order applies to the Terms and Conditions of Payment for all MIA wine grapes delivered to consignees by consignors that are not a duly contracted delivery.
- (2) Clause 10 of this Order applies to the Terms and Conditions of Payment for the rates levied by the Wine Grapes Marketing Board under the Agricultural Industry Services Act 1998, in relation to deliveries of all MIA wine grapes from constituted growers within the Board's area of operations.

## 7. Terms and Conditions of Payment for the calendar year 2011

- (1) The purchase price for MIA wine grapes purchased prior to 4 May 2011 shall be paid by consignees to the Board or as directed by the Board on the dates as noted in the timetables in this clause and in accordance with the Manner and Timing specified in Clause 9 of this Order.
- (2) For all deliveries of MIA wine grapes to consignees made after 4 May 2011 the payment of 66.66% of the purchase price is to be paid to the Board on 21 June 2011 or as directed by the Board to consignors on or before 24 June 2011.
- (3) Payments made by consignees directly to the Board pertaining to deliveries of MIA wine grapes delivered to consignees by consignors must be made in accordance with the following table.

Timetable	Structure
10 May 2011	1/3 total delivery value (33.33%)
21 June 2011	1/3 total delivery value (33.33%)
11 October 2011	1/3 total delivery value (33.34%) including all bonus payments

**Table 1:** Payments made to the Board by Consignees

- (4) The Board may direct payments for MIA wine grapes to be made directly to consignors by consignees only upon completion in full of an "Application to Make Payment Directly to Growers" (available from the Board) made and received by the Board on or prior to 18 February 2011.
- (5) No fees or charges will be charged by the Board for processing applications.
- (6) Notification of Board direction will be made by 18 March 2011.
- (7) If a consignee fails to comply with any or all conditions of a Board direction made in accordance with this Order the Board may revoke the direction.
- (8) Payments made directly to consignors by consignees excluding all applicable levies for MIA wine grapes delivered to consignees by consignors under direction by the Board are to be made in accordance with the following:
  - (i) All payments made to the Board by consignees on MIA wine grapes delivered by consignors will paid to growers by the Board in accordance with Table 2 of this clause or in accordance with the provisions of Clause 5 (i)-(iii).
  - (ii) Payments made to growers by consignees upon the direction of the Board are to be made on or before the dates set in Table 2 of this clause.

Table 2: Payments Made to Consignors by Consignees and the Board

Timetable	Structure
13 May 2011	1/3 total delivery value (33.33%)
24 June 2011	1/3 total delivery value (33.33%)
14 October 2011	1/3 total delivery value (33.34%) including all bonus payments

- (9) Payments made to consignors by consignees by direction of the Board can also be made in the following manner upon notice being provided to the Board within the *Application to Make Payment Directly to Growers* and notice being provided in writing to consignors prior to the purchase of any consignment of MIA wine grapes by the consignee.
  - (i) If a consignment of MIA wine grapes are delivered to a consignee prior to 1 April 2011, the consignee must pay to the consignor 33 and 1/3 percent of the total amount payable for the MIA wine grapes by the end of the month following the month during which the MIA wine grapes are delivered, 50 percent of the remaining balance by 30 June 2011 and the balance by 30 September 2011.
  - (ii) If the MIA wine grapes are delivered to the consignee on or after 1<sup>st</sup> April 2011 but prior to 1<sup>st</sup> May 2011, the consignee must pay to the consignor 33<sub>1/3</sub> per cent of the total amount payable for the MIA wine grapes by 30 May 2011, 50 per cent of the remaining balance by 30 June 2011 and the balance by 30 September 2011.
  - (iii) If the MIA wine grapes are delivered to the consignee on or after 1 May 2011, the consignee must pay to the consignor 66<sub>2/3</sub> per cent of the total amount payable for the grapes by 30 June 2011 and the balance by 30 September 2011.

## 8. Default payments for deliveries of MIA wine grapes

- (1) Interest shall apply on all late payments made for purchased MIA wine grapes whether the consignee has been directed by the Board to make payments directly to consignors or not at the rate prescribed under section 95 (1) of the *Supreme Court Act 1970* for payment of interest on a judgement debt, plus 5 per cent.
- (2) Payments made in accordance with this clause shall occur in accordance with instruction of the Board.
- (3) Any money due to the Board, including any money that becomes payable as a consequence of the revocation of a direction under section 10 of the *Wine Grapes Marketing Board (Reconstitution) Act 2003* may be recovered as a debt.

## 9. Manner and timing in which payments are to be made

- (1) Not withstanding any previous clause in this Order this clause applies to payment by all consignees accepting deliveries of MIA wine grapes from consignors otherwise than pursuant to a direction by the Board. Payments are to be:
  - (i) Paid as a valid bank cheque made out to the Wine Grapes Marketing Board and receipted by the Board by 12 midday of the due date, or
  - (ii) Transferred to the Board's nominated banking account by EFT so as to cause all funds to be cleared by the due date. A confirmation of the transaction must be forwarded by facsimile to the Board on the same day.
- (2) Not withstanding any previous clause in this Order this clause applies to all payments made to consignors by consignees accepting deliveries of MIA wine grapes from consignors pursuant to a direction under the Act by the Board:
  - (i) Made available as a cheque made out to the consignor for pickup by consignors by 12 midday on the due dates, or
  - (ii) Transferred by EFT to consignor's nominated banking account so that funds are cleared by the due dates. A confirmation of the transaction must be forwarded to the grower on the same day, or
  - (iii) Sent as a cheque made out of the consignor via Australia Post to consignors post marked on the date directed.

- (3) No payments made available for consignor pickup are to be retained by the consignee for greater than 24 hours, these shall be posted to the consignor.
- (4) Revocation of a Board direction may result from non-compliance of the manner within this Order.

## 10. Calculation and payment of Wine Grapes Marketing Board fees and charges

- (1) Fees and Charges are applicable on deliveries of MIA wine grapes on all constituted growers.
- (2) The rate for 2011 is \$3.90 per tonne (fresh weight) of MIA wine grapes.

. .

(3) In the case of a consignee receiving Board direction to make payments to consignors directly the Fees and Charges amount shall be deducted by the consignee from the payment for deliveries of MIA wine grapes and then remitted to the Board in the following timetables and structures.

Table 3: Payments of Fees and Charges to the	Board
--	-------

Timetable	Structure	
13 May 2011	\$1.30 per tonne delivered	
24 June 2011	\$1.30 per tonne delivered	
14 October 2011	\$1.30 per tonne delivered	

Table 4: Alternate Payments of Fees and Charges to the Board

Timetable	Structure	
30 June 2011	\$3.90 per tonne delivered	

- (4) Payments of Fees and Charges by consignees in accordance with *Table 4: Alternate Payments of Levies to the Board* are required to advise the Board in writing by 31 March 2011. No penalty or discount will be provided to the consignee for payments made in this manner.
- (5) Failure to remit Fees and Charges to the Board within the timetable, structure and the approved manner may cause a revocation of a Board direction made in accordance with this Order.
- (6) All Fees and Charges payable to the Board in accordance with the timetables in clause 10 (3) of this Order are to be paid to the Board in the following manner:
  - (i) To the Board's nominated banking account by EFT on the due dates, including a confirmation of the transaction sent by facsimile to the Board on the same day, or
  - (ii) Sent as a business cheque made out to the Wine Grapes Marketing Board via Australia Post postmarked on the due dates.
  - (iii) Delivered to the registered offices of the Board on the due dates.
- (7) Interest (see AIS Act)

## Dated : 14 December 2010.

## Signed on behalf of the Wine Grapes Marketing Board by Mr BRIAN SIMPSON, Chief Executive Officer

All enquiries in relation to this Order should be directed to: Chief Executive Officer Riverina – Wine Grapes Marketing Board 182 Yambil Street, Griffith NSW 2680 PO Box 385, Griffith NSW 2680 Phone: 02 6962 3944 Fax: 02 6962 6103 Mobile: 0438 388 828 Email: bsimpson@wgmb.net.au

## PRIVATE ADVERTISEMENTS

### **COUNCIL NOTICES**

#### WOLLONDILLY SHIRE COUNCIL

#### Naming of Public Roads

NOTICE is hereby given that Wollondilly Shire Council, in pursuance of section 162 of the Roads Act 1993 and Part 2 of the Roads Regulation 2008, has approved the following new road names for gazettal:

Location	Name
DP 280010, new roads in subdivision	Kenniff Street,
off Pembroke Parade and Fairway	Wilton and
Drive, Wilton.	Maloney Chase,
	Wilton

LES McMAHON, General Manager, Wollondilly Shire Council, 62-64 Menangle Street, Picton NSW 2571. [5651]

### **COMPANY NOTICES**

NOTICE of voluntary liquidation.-THE MAXIMA CORPORATION PTY LTD (in liquidation), ACN 069 536 590.-Notice is hereby given pursuant to section 491 (2) of the Corporations Act 2001, that at a meeting of Shareholders of The Maxima Corporation Pty Ltd duly convened and held on the 4 January 2011, it was resolved that the Company be wound up voluntarily as a Members Voluntary Liquidation and that the assets of the Company may be distributed in whole or in part to the members in specie should the Liquidator so desire and by ordinary resolution that Brent Antony Perkins be appointed Liquidator. Dated 4 January 2011. BRENT ANTONY PERKINS, Liquidator, Box 29, Hunter Region Mail Centre NSW 2310, tel.: (02) 4923 4000. [5652]

ISSN 0155-6320

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